



STATE OF WASHINGTON

**APPLICATION FOR USE PERMIT
LOW LEVEL RADIOACTIVE WASTE DISPOSAL SITE**

Richland, Washington

NAME OF COMPANY Umetcc Minerals Corporation

ADDRESS 4625 Royal Avenue (Technology Dept.)

P. O. Box 579

CITY Niagara Falls (Niagara Co.) STATE NY

ZIP CODE 14302

APPLICANT OR CONTACT PERSON D. J. Hansen (RSO)

TITLE Assistant Director - Technology PHONE (area code) 716/278-3573 or 716/754-7906

NRC LICENSE NUMBER _____ OR AGREEMENT STATE LICENSE # NY 210-0090 OR

WASHINGTON STATE LICENSE # (for Washington State Companies) _____

DOES YOUR COMPANY ACT AS A BROKER, AS DEFINED IN WAC 402-19-530(1)? (OVER) YES _____ No X

IF NO, NAME THE BROKER OR SHIPPER YOU ARE USING Chem-Nuclear

ONE TIME SHIPMENT (NON RENEWABLE) X - \$50.00 CONTINUAL SERVICE? _____

\$50 00 FEE REQUIRED

\$80 00 FEE REQUIRED

TYPE OF WASTE BY PERCENTAGE

FUEL CYCLE _____ % INDUSTRIAL 100 %

INSTITUTIONAL _____ % MEDICAL _____ %
(non medical)

OTHER (define) _____ %

The State of Washington reserves the right to suspend or revoke this permit for violation of any applicable state or federal regulation. Applicant agrees to comply with all regulations and conditions for disposal of the State of Washington.

APPLICANT'S SIGNATURE Donald J. Hansen

DATE 11/26/85

NEW APPLICATION _____

RENEWAL _____

PLEASE MAIL APPLICATION AND PERMIT FEE TO

DSHS—STAN RING
ADMINISTRATIVE SUPPORT SERVICES
MAIL STOP ET-26
OLYMPIA, WASHINGTON 98504
PHONE (206) 753 3233

1112 S Quince St

UCCNHT0002061

FOR OFFICE USE ONLY
do not write in this space

Permit # _____

Date Issued _____

Date Expires _____

Date Renewed _____

Date Fee Received _____



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OLYMPIA WASHINGTON 98504

PHONE (206) 753-3233

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do not write in this space

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Date Expires _____

Date Renewed _____

Date Fee Received _____

1112 S. Quince St.

UCCNHT0002062



PLEASE COMPLETE ALL INFORMATION IN THE 5 BLOCKS OUTLINED IN ORANGE
SEE BACK OF FORM SET FOR COMPLETE PREPARATION INSTRUCTIONS

AIRBILL NUMBER

429639906

YOUR FEDERAL EXPRESS ACCOUNT NUMBER
1149-5428-4

DATE
12/10/85



FROM (Your Name)
O. J. Hansen
COMPANY
Unetco Minerals Corporation
STREET ADDRESS
4625 Royal Avenue
CITY
Niagara Falls, NY

TO (Recipient's Name)
If Hold For Pick Up or Saturday Delivery
Recipient's Phone Number
COMPANY
US Ecology, Inc.
DEPARTMENT/FLOOR NO
STREET ADDRESS (P.O. BOX NUMBERS ARE NOT DELIVERABLE)
9200 Shellyville Rd., Suite 300
CITY
Louisville, KY

AIRBILL NO 429639906
4 3 0 3 0 5 7 9

IN TENDERING THIS SHIPMENT SHIPPER AGREES THAT
F.E.C. SHALL NOT BE LIABLE FOR SPECIAL INCIDENT
OR CONSEQUENTIAL DAMAGES ARISING FROM

ZIP ACCURATE ZIP CODE REQUIRED
FOR OVERNIGHT DELIVERY
4 0 2 2 2

YOUR NOTES/REFERENCE NUMBERS (FIRST 12 CHARACTERS WILL ALSO APPEAR ON INVOICE)

523-20301

PAYMENT ☒ Bill Shipper ☐ Bill Recipient's F.E.C. Acct ☐ Bill 3rd Party F.E.C. Acct ☐ Bill Credit Card
☐ Cash In Advance Account Number/Credit Card Number

CARRIAGE HEREOF F.E.C. DIS
CLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH
RESPECT TO THIS SHIPMENT. THIS IS A NON-NEGOTIABLE
AIRBILL SUBJECT TO CONDITIONS OF CONTRACT SET FORTH
ON REVERSE OF SHIPPER'S COPY. UNLESS YOU DECLARE A
HIGHER VALUE, THE LIABILITY OF FEDERAL EXPRESS COR
PORATION IS LIMITED TO \$100.00. FEDERAL EXPRESS DOES
NOT CARRY CARGO LIABILITY INSURANCE.

FEDERAL EXPRESS USE

FREIGHT CHARGES

DECLARED VALUE CHARGE

AGT/PRO ADVANCE ORIGIN

AGT/PRO ADVANCE DESTINATION

OTHER

TOTAL CHARGES

PART# 2041730750

FEC S 0750 D/OIW

REVISION DATE

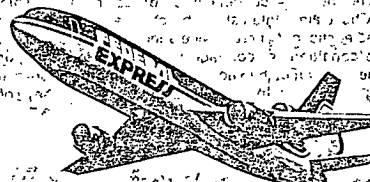
2/83 GBF

PRINTED USA

SERVICES
CHECK ONLY ONE BOX
PRIORITY 1 OVERNIGHT LETTER
OVERNIGHT PACKAGES (up to 70 LBS)
COURIER PAK 7
2 OVERNIGHT ENVELOPE (up to 5 LBS)
3 OVERNIGHT BOX (up to 5 LBS)
4 OVERNIGHT TUBE (up to 5 LBS)
STANDARD AIR
5 DELIVERY 2ND BUSINESS DAY FOLLOWING PICK UP (up to 70 LBS)
OVERNIGHT IS NEXT BUSINESS DAY (MONDAY THROUGH FRIDAY). TWO DAYS FROM ALASKA-HAWAII. SATURDAY DELIVERY AVAILABLE IN CONTINENTAL U.S. SEE SPECIAL HANDLING

DELIVERY AND SPECIAL HANDLING
CHECK SERVICES REQUIRED
1 FEDERAL EXPRESS LOCATION SHOWN IN S.E. CORNER OF SHIPMENT
2 DELIVER
3 SATURDAY SERVICE REQUIRED (See Reverse (Extra charge applies for delivery))
4 RESTRICTED ARTICLES SERVICE (P 1 and Standard Air Packages only extra charge)
5 SSS (Signature Security Service required extra charge applies)
6 DRY ICE LBS
7 OTHER SPECIAL SERVICE
8
9

PACKAGES WEIGHT DECLARED VALUE O/S
TOTAL TOTAL TOTAL
RECEIVED AT
SHIPPER'S DOOR
REGULAR STOP
ON CALL STOP
FEC LOC
Federal Express Corporation Employee No
DATE/TIME For Federal Express Use
12/11/85



SHIPPER'S COPY

UCCNHT0002063

December 2, 1985

10918

Talked to Fred Susterick of Amercham who will be coming to package the sources from the portable isotope analyzer. He plans to arrive in Buffalo on Friday, December 6, 1985. He will confirm the time and reservations on Monday, December 2, 1985. In the meantime he will be shipping us a container which is made of stainless steel, holds seven (7) gallons and will have a radioactive ensign on it with the Serial No. 066-2439. Mary Ann will check with the storeroom to make sure it arrives and will call Fred Susterick to confirm its arrival. (9-1-800-323-6695)

Fred will require a probe when he arrives, preferably one that is an Alpha reader but at least a Beta reader and a six-inch crescent wrench. We will make the arrangements for having it shipped by a licensed trucker preferably with a pickup late Friday, December 6. Fred will have the proper labels, papers, etc.

12/4

The container has arrived and Al will make arrangements for pickup on Friday. Called Fred Susterick and informed him that the container was here. He needs confirmation that his expenses will be paid thru Purchase Order No. 615-301926.

Called Lee Evans and he said the expenses will be paid but needs an approximate figure. Called Fred back, ~~the~~ the expenses should not be in excess of \$500. Al Gonas passed this information on to Lee Evans.

12/6

Fred Susterick arrived and packed the sources. He informed us that we could send the package Federal Express, he assisted in filling out the Federal Express forms and the package was picked up at 4:30pm, Friday, December 6.

12/10/85

When I returned to work on Tuesday, December 10 the package was in Don Hansen's office. It had been returned by Federal on Saturday, December 7 because it was lacking proper papers. Between Al Gonas and myself we were able to fill out the correct papers, get a "Cargo Aircraft Only" label and again sent the package on its way. So far - so good.

UCCNHT0002064



CHEM-NUCLEAR SYSTEMS, INC.

135 Darling Drive • Avon, Connecticut 06001

November 27, 1985
N-85-060

Mr. J. W. Fahn
Union Carbide Corporation
Old Ridgebury Road
Danbury, Connecticut 06817

Dear Mr. Fahn:

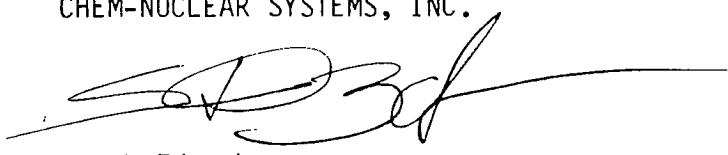
Chem-Nuclear was recently contacted by Union Carbide's UMETCO Minerals subsidiary to perform packaging and brokerage services at their Niagara Falls, New York facility. Contractual coverages is not contained in our present National Agreement no. 100-27573.

We have enclosed CNSI proposed contract no. N-85-060 to cover these services. The General Terms and Conditions for this proposed contract differ from those presently in place with Union Carbide. We request these new General Terms and Conditions be accepted for these new services as they are the nuclear industry norm when performing these type services.

We have been requested by UMETCO to complete these services by the end of 1985. Please contact me should you have any questions concerning this proposal.

Very truly yours,

CHEM-NUCLEAR SYSTEMS, INC.



Stash Zdanuk
Marketing Representative
Northeast Region

SZ/jra

Enclosure

cc: Dr. D. Hansen
UMETCO Minerals Corp.
P.O. Box 579
Niagara Falls, NY 14302

5775A

(203) 677-0457 • Telex 643916

UCCNHT0002065

CHEM-NUCLEAR SYSTEMS, INC.
SERVICE AND EQUIPMENT CONTRACT
GENERAL TERMS AND CONDITIONS

This CONTRACT made this 20th day of November, 1985, by and between Chem-Nuclear Systems, Inc. ("CNSI") and Union Carbide Corporation and all of its wholly owned subsidiaries ("Company"),

BACKGROUND

CNSI is engaged in the business of providing a variety of Services and Equipment for radioactive waste management and nuclear facility support. Company, in anticipation of its needs for these Services and Equipment, wishes to enter into this Contract with CNSI to establish the terms and conditions by which CNSI and Company will be obligated with respect to each other when the Equipment and Services are needed and by which CNSI may quickly commence performance. Therefore, in consideration of their mutual promises, The Parties agree as follows:

Section 1. Definitions

- 1.1 Unless defined here or elsewhere in this Contract, terms used will have the customary meanings used by the nuclear industry.
- 1.2 Waste: Waste means substances conforming in isotopic composition to the criteria for disposal at a licensed low-level radioactive waste burial site and intended for disposal.
- 1.3 Radioactive Material: Radioactive Material means material that is radioactive or contaminated but is not Waste.
- 1.4 Services: Services means the work to be done by CNSI as described in the Sections entitled Responsibilities of the Parties in the Exhibits to these General Terms and Conditions.
- 1.5 Equipment: Equipment means the tools, supplies, and capital equipment used by CNSI or provided to Company in the performance of the Services.
- 1.6 Proprietary Information: Proprietary Information means information that is claimed as proprietary by the disclosing Party ("Owner") who has a reasonable belief based on the confidential nature of the information that the disclosing Party may prevent the other Party ("Holder") from disclosing it to third parties.

Section 2. Contract Exhibits

- 2.1 Each type of Service and Equipment has a separate Contract Exhibit containing the Exhibit responsibilities, specific terms and conditions, and pricing. These General Terms and Conditions incorporate the initialed and dated Contract Exhibits attached, except Exhibit V, which altogether constitute the Contract. If a conflict exists between the provisions of these General Terms and Conditions and those in a Contract Exhibit, those in the Exhibit control. The terms and conditions of Exhibit V are separate from those of any other Exhibits and these General Terms and Conditions.
- 2.2 If Company wishes to use its Purchase Order for billing Services and Equipment, that Purchase Order must state the following:

Contract No. N-85-060 between CNSI and Company governs this Purchase Order. This Purchase Order is for billing purposes only; any conflicting or additional terms and conditions that are contained herein are without effect unless expressly approved by CNSI.

Section 3. Payment

- 3.1 Term of payment unless specified otherwise in a Contract Exhibit is the net amount due within thirty (30) days of receipt of invoice. Invoices must be mailed to:

Attention _____

- 3.2 A service charge of 1 1/2% per month on the unpaid balance will be added to the net amount of invoices not paid when due.
- 3.3 If there is an increase in cost that is beyond CNSI's control, the increase will be passed on to the Customer on thirty (30) days' notice. CNSI may increase its prices on the anniversary of the effective date of this contract.
- 3.4 Pricing in the Exhibits is based on the Service. Any changes to the Service may result in an adjustment in prices to Company based on such factors as delays, increased labor, increased materials, administrative expenses, additional permits, etc.
- 3.5 All equipment provided to Company and not for immediate use by CNSI in conjunction with Services is sold FOB Barnwell. Such equipment is subject to South Carolina sales or use taxes unless Company is exempt from such taxes and provides to CNSI an exemption certificate to that effect.

Section 4. Confidentiality

- 4.1 The Holder must keep Proprietary Information in confidence and not disclose it to any third Party.
- 4.2 If the Holder is required to disclose the Proprietary Information to a third Party, the Holder must first notify the Owner who may then disclose or allow disclosure of the Proprietary Information to the third Party, if it is reasonable to do so under the circumstances.
- 4.3 When Proprietary Information contained in documents provided by Owner is no longer needed or the Owner demands its return, it must immediately be returned. The obligation to keep the Proprietary Information in confidence ends five (5) years after the termination of this Contract.
- 4.4 This Contract is the Proprietary Information of both CNSI and Company.

Section 5. Termination

- 5.1 This Contract will continue in effect unless terminated in one of the ways specified below.
- 5.2 Either party may terminate this Contract on an anniversary of its effective date without termination charges by giving at least sixty (60) days' written notice.
- 5.3 Either party may terminate this Contract or an Exhibit at any time for convenience by giving at least thirty (30) days' written notice. If Company so terminates, it must pay CNSI for Services and Equipment provided plus reasonable expenses incurred as a result of termination.
- 5.4 If a party breaches the terms and conditions of this Contract or an Exhibit and fails to cure such breach within thirty (30) days after receiving notice of such breach, the nonbreaching party may terminate this Contract or Exhibit, respectively. Failure to terminate does not operate as a waiver of the nonbreaching party's right to terminate on subsequent breaches. Liability for breach of warranty is set forth in Section 6. In all other cases, the breaching party's liability is limited to direct damages.
- 5.5 If circumstances arise beyond the reasonable control of either party that prevents the Services and Equipment of a Contract Exhibit from being provided or removes the need for such Services and Equipment, such as acts of government, embargos, strikes, acts of God, etc., the affected Contract shall be terminated without liability to either party effective on the occurrence of the circumstances. Notice of termination shall be given as soon as practical.

Section 6. Warranty

- 6.1 The following warranties apply generally to Services and Equipment. Specific Warranties may be stated in the Contract Exhibits.
- 6.2 CNSI warrants that it will perform Services provided under this Contract properly, that is, in a manner consistent with sound, prudent commercial nuclear industry practice. Services improperly performed will be reperfomed at no additional charge if, in CNSI's opinion, reperformance would remedy improper performance. If proper performance in CNSI's opinion cannot be obtained, CNSI will refund 100% of payments made to it for the portion of the service that was improperly performed.
- 6.3 CNSI warrants that Equipment provided under this Contract will be free from defects in material and workmanship and reasonably fit for the purposes for which intended for a period of ninety (90) days from delivery. CNSI will repair or replace at its option defective Equipment.
- 6.4 Company's remedies for breach of warranty are strictly, exclusively and expressly limited to those stated in subsections 6.2 and 6.3 above and in the Contract Exhibits; THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CNSI WILL NOT BE LIABLE TO COMPANY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM PERFORMANCE OF OR NON-PERFORMANCE OF THIS CONTRACT OR THE RESULTS OF A NUCLEAR INCIDENT.

Section 7. Liability

- 7.1 CNSI must maintain insurance of the following types:
 - a. Workman's Compensation - Statutory Limits.
 - b. Employers' Liability Coverage - At least \$500,000.
 - c. Comprehensive General Liability - At least \$500,000 combined single limit bodily injury and property damage.
 - d. Automobile Bodily Injury and Property Damage (Covering CNSI's vehicles used in connection with Services and Equipment provided under this Contract) - At least \$1,000,000 combined single limit bodily injury and property damage.
 - e. Nuclear Liability Insurance, Barnwell, S.C. Disposal Site (Facility Form) - At least \$3,000,000.
 - f. Nuclear Liability Insurance (Suppliers and Transporters Form) - At least \$3,000,000.
- 7.2 Company must maintain insurance as specified in Attachment I.

Section 8. Miscellaneous

- 8.1 This Contract is to be governed by the laws of South Carolina.
- 8.2 The provisions of this Contract express the entire agreement of the parties. Any prior or contemporaneous understanding, promise, warranty, or condition has no effect.
- 8.3 If a provision of this Contract or an exhibit is held to be invalid, either party may suspend performance on the Contract or Exhibit, respectively, pending good faith renegotiation of the invalid provision. If neither party exercises such option, the remainder of the Contract will continue in effect.
- 8.4 This Contract will enure to the benefit of and be binding on the Parties' successors and assigns. Company must not assign this Contract or any portion of it without prior written consent of CNSI.
- 8.5 CNSI complies with Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the amendments to these acts, Executive Order 11246, and the regulations issued thereunder.

To show their agreement to the terms and conditions of the Contract, the Parties have authorized their representatives to sign their names below.

CHEM-NUCLEAR SYSTEMS, INC.
(CNSI)

UNION CARBIDE CORPORATION
(Company)

BY: 

BY: _____

TITLE: Stash Zdanuk
Marketing Representative

TITLE: _____

DATE: November 20, 1985

DATE: _____

ATTACHMENT I - NUCLEAR FACILITY (OTHER THAN A REACTOR)

Company must maintain insurance of the following types:

- A. Workman's Compensation - Statutory Limits.
- B. Employers' Liability Coverage - At least \$500,000.
- C. Comprehensive General Liability - At least \$500,000 combined single limit bodily injury and property damage.
- D. Nuclear Liability Insurance, Company's Facility (facility form) - At least \$3,000,000.

EXHIBIT

BROKERAGE AND PACKAGING SERVICE

I. SCOPE:

CNSI will provide a Broker to inspect, survey, package, classify, mark, label and complete all necessary shipping documents to ensure compliance with all applicable local, state, federal and disposal site regulations for the packaging, transportation and disposal of Company's radioactive waste.

II. RESPONSIBILITIES:

A. CNSI shall provide:

1. Procedures for the packaging of Company's radioactive waste.
2. Appropriate liners and/or qualified packages as needed for the packaging of the radioactive material.
3. Assistance to Company in obtaining necessary permits.
4. Arrangements for common carrier transportation.
5. Radiation detection instruments and protective clothing.
6. Documents and material as mutually agreed between CNSI and Company in support of the services offered.

B. Company shall provide:

1. Adequate work space for: the packaging of waste, storage of the packaged material, liners and packages, loading/unloading of shipping containers and/or transportation equipment; administrative work area; and personnel hygiene area.
2. Operators and the material handling capability for: the loading of the packaged material into/on the shipping equipment; banding equipment, pallets, etc. to prepare packaged waste.
3. Materials and equipment required by CNSI to package waste.

4. The name of the Company employee designated to be responsible for coordination of the packaging operations between CNSI and the Company.

Name _____

Department _____ Room No. _____

Phone No. Internal _____ External _____

5. Site user permit from State of Washington for disposal of waste at Richland Washington Facility (if required).
6. Generator number from U.S. Ecology for disposal of waste at Richland Washington Facility (if required).
7. One (1) laborer to assist (as required) in packaging of waste. ONLY CNSI BROKER WILL ACTUALLY HANDLE RADIOACTIVE MATERIALS.
8. Local and long distance telephone service at the Company facility for required business calls by CNSI personnel.
9. Assistance in maintaining CNSI's personnel radiation exposure as low as reasonably achievable (ALARA). This assistance includes, but is not limited to, Company providing required radiation shielding to maintain low background radiation dose rates in the work area. In addition, shielding may be required to shield CNSI personnel from Company's operations and CNSI's packaging operations.

III. METHOD OF CONDUCT:

- A. Company shall advise CNSI two (2) weeks prior to the packaging service requirements in order that a mutually agreeable and efficient schedule is produced. CNSI will make every reasonable effort to comply with Company's schedule.
- B. All Packaging Services shall conform to applicable CNSI's packaging procedures and applicable Company procedures.
- C. CNSI's personnel time shall be in accordance with a reasonable work schedule mutually agreed to by Company and CNSI. CNSI's personnel normal work schedule is eight (8) hours per day plus Company authorized overtime. The work schedule shall not exceed twelve (12) hours per day unless authorized by CNSI.

- D. CNSI's personnel radiation exposure should be maintained by the Company at less than 1250 mRem per calendar quarter. Extensions beyond the 1250 mRem per calendar quarter shall have prior approval by CNSI's Project Director. If CNSI's personnel reach the quarterly exposure limit while working at the Company's facility, the Company shall reimburse CNSI for that employee's lost time for the remaining days in the calendar quarter. Reimbursement shall be based on the percentage of exposure received at Company's facility and the current per day rate of Part IV A. below, plus travel and living expenses at cost.
- E. CNSI's packaging operations shall be performed under the scope of Company's facility operating license.

IV. COMPENSATION:

- A. CNSI will perform the services as described in Attachment I for a fixed price of: \$ 2,650

Should materials be provided by Company in addition to those listed in Attachment I resulting in the need for additional equipment or supplies or should circumstances beyond CNSI control require CNSI personnel to remain at Company's facility in excess of the time listed in Attachment I, the following charges shall apply:

1. Personnel

For eight (8) hours of inspection, packaging review and certification services.

Two (2) days or less	\$ 450 per weekday
Three (3) to Four (4) days	\$ 425 per weekday
Greater than Four (4) days	\$ 400 per weekday
Holidays or Weekends	\$ 525 per day
Additional hours beyond eight (8) hours in any day of service.	\$ 45 per hour
Travel hours, not to exceed sixteen (16) hours, to and from Company's Facility.	\$ 40 per hour
Travel, lodging and living expenses	At cost plus 15%

2. Equipment

- a. Equipment or supplies required to perform the work, either purchased or rented and the delivery of supplies shall be provided by CNSI and shall be billed to Company at invoiced cost plus a 20% management fee.

B. Disposal

Disposal of radioactive waste shall be at the published rate at time of disposal.

- C. CNSI shall invoice Company for the services provided herein at the completion of packaging evolution or bi-weekly, whichever is approached first.

V. CONTRACT INTERPRETATION:

This Exhibit is a part of the Contract referenced on the first page of this Exhibit and all General Terms and Conditions of this Contract are applicable to this Exhibit and to all services performed pursuant to this Contract.

CHEM-NUCLEAR SYSTEMS, INC.
(CNSI)

UNION CARBIDE CORPORATION
(Company)

BY: 

BY: _____

TITLE: Marketing Representative

TITLE: _____

DATE: Novmeber 22, 1985

DATE: _____